



usbank.com

August 26, 2022

Justin T Allen  
2506 W Dunlap Ave Apt 261  
Phoenix, AZ 85021

Re: Consumer Financial Protection Bureau case #220805-9172914

Dear Justin T Allen:

This letter is in response to your inquiry filed with the Consumer Financial Protection Bureau, about your checking account. Please be assured that we have the highest level of commitment to the services we provide.

We researched the following product and service issues identified in your inquiry. Regarding your checking account ending in 9904, our records indicate the account was opened on June 8, 2022, through our online banking application; however, the account was never funded. As a result, the account was closed on July 11, with a zero balance. We are enclosing copies of your June and July monthly statements for your records.

In researching our unclaimed property records, we have one pending unclaimed check. An outstanding check in the amount of \$14.95 payable to Justin T Allen at your current address is scheduled to escheat to the State of Arizona later this year. The check issued on July 3, 2018, reflects a credit balance that was paid from a U.S. Bank issued credit card, resulting in a card balance of zero. If you are still in possession of this check, it will need to be negotiated or replaced within the next 30 days to avoid the funds being transferred to the State of Arizona as unclaimed property. To have this check replaced, you may contact the Customer Service number associated with this credit card or our U.S. Bank 24-Hour Banking Specialists at 800-USBANKS (872-2657).

Please be assured, all matters concerning your statement about U.S. Bank employees were reviewed internally and were addressed with the appropriate levels of management. Please consider, the findings of an internal review are not shared, nor are the findings known by the branch or other bank employees that are not part of the review process.

We sincerely apologize for any inconvenience or frustration this situation may have caused. We understand that this may not be the response you sought, but we hope this information is helpful to you. If you have additional questions or concerns, please contact our U.S. Bank 24-Hour Banking Specialists at 800-USBANKS (872-2657).

Sincerely,

Account Compliance Operations Services  
U.S. Bank

cc: Consumer Financial Protection Bureau

Enclosures



P.O. Box 1800  
Saint Paul, Minnesota 55101-0800

6586 TRN S X ST01

Uni- Statement

Account Number:

1 517 0937 9904

Statement Period :

Jun 8, 2022

through

Jun 16, 2022

Page 1 of 2



TATDTFAADFDDFTFTDAFAFTFAFTDTTAFDDFFFAADTTAATAADTFTDDTDDAAAFADAAA

000008374 01 AB 0,461 000638224690726 P Y

JUSTIN ALLEN

2506 W DUNLAP AVE APT 261

PHOENIX AZ 85021 -2855

% To Contact U.S. Bank

By Phone: 1-800-US BANKS  
(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet: usbank.com

#### NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.



#### INFORMATION YOU SHOULD KNOW

Effective August 17, 2022, the Consumer Pricing Information disclosure will be updated to highlight new U.S. Bank products. Some of the existing checking and savings products will no longer be available for sale. These updates may affect your rights.

Change for Platinum Checking accounts, Gold Checking accounts, Easy Checking accounts, Platinum Select Money Market Savings accounts, and Package Money Market Savings accounts:

- These accounts will no longer be available for new accounts or upgrades in the future.

Changes for Platinum Checking accounts:

- The ability to open an unlimited number of Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

a Checking

Changes for Gold Checking accounts:

- The ability to open two (2) Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

a Checking

Change for Easy Checking accounts:

- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

a Checking

Beginning August 17, 2022, obtain information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards a in the Consumer Pricing Information disclosure by calling 24-Hour Banking at 800-USBANKS (872-2657) or at your local U.S. Bank branch. We accept relay calls.

As of August 25, 2022, information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards program will be available in the Consumer Pricing Information disclosure by visiting usbank.com.

If you have any questions, you can call us at U.S. Bank 24-Hour Banking at 800-USBANKS (872-2657). We accept relay calls. Our bankers are also available to help at your local branch via appointment.

Switching your Easy Checking account to electronic statements (e-statements) will help keep your account information secure and provide access 2-3 days sooner than mailed paper statements. There are other benefits to e-statements:

- View, print or download and save up to 7 years of statements.

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

DATE	AMOUNT
TOTAL	\$

[illegible]

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. \$ \_\_\_\_\_
4. Enter the total deposits recorded in the Outstanding Deposits section. \$ \_\_\_\_\_
5. Total lines 3 and 4. \$ \_\_\_\_\_
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. \$ \_\_\_\_\_
7. Subtract line 6 from line 5. This is your balance. \$ \_\_\_\_\_
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.





JUSTIN ALLEN  
2506 W DUNLAP AVE APT 261  
PHOENIX AZ 85021 -2855

Uni- Statement

Account Number:

1 517 0937 9904

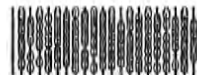
Statement Period :

Jun 8, 2022

through

Jun 16, 2022

Page 2 of 2



INFORMATION YOU SHOULD KNOW

(CONTINUED)

- See detailed images of sent and deposited checks.
- Receive a monthly alert when your e-statement is ready to view.
- Reduce your paper trail.
- No fees to receive your statement electronically, and it will eliminate the \$2.00 Paper Statement Fee.

1

\*Note: We waive the \$2.00 Paper Statement Fee for account holders age 65 or older.

You can log into your account to make the switch. Go to [My Accounts](#), select [My Documents](#) and then select [Paperless Preferences](#). You can also call us at U.S. Bank 24-Hour Banking at 800.USBANKS (872.2657). We accept relay calls.

If you wish to continue receiving paper statements, there is nothing you need to do.

1 Additional fees may apply for Statements with Check Images. For additional fee information, see the Miscellaneous Checking, Savings or Money Market Fees section in the Consumer Pricing Information disclosure. Check Images are available with paper or e-statements. Account holders over the age of 65 will have their paper statement fee waived.

EASY CHECKING

U.S. Bank National Association

Account Number

Member FDIC

1-517-0937-9904

Account Summary

Beginning Balance on Jun 8 \$ 0.00

Number of Days in Statement Period

9

Average Account Balance

\$

0.00

Ending Balance on Jun 16, 2022 \$ 0.00



This page intentionally left blank



P.O. Box 1800  
Saint Paul, Minnesota 55101-0800

6586 TRN S X ST01

Uni- Statement

Account Number:

1 517 0937 9904

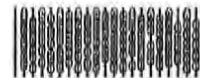
Statement Period :

Jun 17, 2022

through

Jul 19, 2022

Page 1 of 2



FAAFTAFFADDFADATFDFAFTATDTDFFAAATFTTAAFDFTDAAATDDADDFDADDFFA

000010427 01 AB 0.491 000638258403690 P Y

JUSTIN ALLEN

2506 W DUNLAP AVE APT 261

PHOENIX AZ 85021 -2855

% To Contact U.S. Bank

By Phone: 1-800-US BANKS  
(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet: usbank.com

#### NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.



#### INFORMATION YOU SHOULD KNOW

Effective August 17, 2022, the Consumer Pricing Information disclosure will be updated to highlight new U.S. Bank products. Some of the existing checking and savings products will no longer be available for sale. These updates may affect your rights.

Change for Platinum Checking accounts, Gold Checking accounts, Easy Checking accounts, Platinum Select Money Market Savings accounts, and Package Money Market Savings accounts:

- These accounts will no longer be available for new accounts or upgrades in the future.

Changes for Platinum Checking accounts:

- The ability to open an unlimited number of Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

a Checking

Changes for Gold Checking accounts:

- The ability to open two (2) Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

a Checking

Change for Easy Checking accounts:

- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

a Checking

Beginning August 17, 2022, obtain information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards a in the Consumer Pricing Information disclosure by calling 24-Hour Banking at 800-USBANKS (872-2657) or at your local U.S. Bank branch. We accept relay calls.

As of August 25, 2022, information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards program will be available in the Consumer Pricing Information disclosure by visiting usbank.com.

If you have any questions, you can call us at U.S. Bank 24-Hour Banking at 800-USBANKS (872-2657). We accept relay calls. Our bankers are also available to help at your local branch via appointment.

Switching your Easy Checking account to electronic statements (e-statements) will help keep your account information secure and provide access 2-3 days sooner than mailed paper statements. There are other benefits to e-statements:

- View, print or download and save up to 7 years of statements.



#### BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

#### Outstanding Deposits

DATE	AMOUNT
TOTAL	\$

#### Outstanding Withdrawals

DATE	AMOUNT
TOTAL	\$

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. \$ \_\_\_\_\_
4. Enter the total deposits recorded in the Outstanding Deposits section. \$ \_\_\_\_\_
5. Total lines 3 and 4. \$ \_\_\_\_\_
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. \$ \_\_\_\_\_
7. Subtract line 6 from line 5. This is your balance. \$ \_\_\_\_\_
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

#### IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS

In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days\* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WSSD, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

\*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

#### IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

#### CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE

##### What To Do If You Think You Find A Mistake on Your Statement

If you think there is an error on your statement, write to us at:

U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your Balance Subject to Interest Rate, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The \*\*\*INTEREST CHARGE\*\*\* begins from the date of each advance.

#### REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

#### CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.



JUSTIN ALLEN  
2506 W DUNLAP AVE APT 261  
PHOENIX AZ 85021 -2855

Uni- Statement

Account Number:

1 517 0937 9904

Statement Period

Jun 17, 2022

through

Jul 19, 2022

Page 2 of 2



INFORMATION YOU SHOULD KNOW

(CONTINUED)

- See detailed images of sent and deposited checks.
- Receive a monthly alert when your e-statement is ready to view.
- Reduce your paper trail.
- No fees to receive your statement electronically, and it will eliminate the \$2.00 Paper Statement Fee.

\*Note: We waive the \$2.00 Paper Statement Fee for account holders age 65 or older.

You can log into your account to make the switch. Go to [My Accounts](#), select [My Documents](#) and then select [Paperless Preferences](#). You can also call us at U.S. Bank 24-Hour Banking at 800.USBANKS (872.2657). We accept relay calls.

If you wish to continue receiving paper statements, there is nothing you need to do.

1 Additional fees may apply for Statements with Check Images. For additional fee information, see the Miscellaneous Checking, Savings or Money Market Fees section in the Consumer Pricing Information disclosure. Check Images are available with paper or e-statements. Account holders over the age of 65 will have their paper statement fee waived.

EASY CHECKING				Member FDIC	
ACCOUNT CLOSED					
U.S. Bank National Association				Account Number	1-517-0937-9904
Account Summary					
Beginning Balance on	Jun 17	\$	0.00	Number of Days in Statement Period	24
Ending Balance on	Jul 19, 2022	\$	0.00	Average Account Balance	\$ 0.00
Other Withdrawals					
Date	Description of Transaction	Ref Number		Amount	
Jul 11	Account Closed			\$	0.00 -
Total Other Withdrawals				\$	0.00
Balance Summary					
Date	Ending Balance				
Jul 11	0.00				
Balances only appear for days reflecting change.					



This page intentionally left blank



This page intentionally left blank



JUSTIN ALLEN  
2506 W DUNLAP AVE APT 261  
PHOENIX AZ 85021-2855

**Uni-Statement**

Account Number:  
1 517 0937 9904  
Statement Period:  
Jun 17, 2022  
through  
Jul 19, 2022

Page 2 of 2

**INFORMATION YOU SHOULD KNOW****(CONTINUED)**

- See detailed images of sent and deposited checks.
- Receive a monthly alert when your e-statement is ready to view.
- Reduce your paper trail.
- No fees to receive your statement electronically, and it will eliminate the \$2.00 Paper Statement Fee.<sup>1</sup>

\*Note: We waive the \$2.00 Paper Statement Fee<sup>1</sup> for account holders age 65 or older.

You can log into your account to make the switch. Go to **My Accounts**, select **My Documents** and then select **Paperless Preferences**. You can also call us at U.S. Bank 24-Hour Banking at 800.USBANKS (872.2657). We accept relay calls.

If you wish to continue receiving paper statements, there is nothing you need to do.

<sup>1</sup> Additional fees may apply for Statements with Check Images. For additional fee information, see the Miscellaneous Checking, Savings or Money Market Fees section in the Consumer Pricing Information disclosure. Check Images are available with paper or e-statements. Account holders over the age of 65 will have their paper statement fee waived.

**EASY CHECKING****Member FDIC****ACCOUNT CLOSED**

U.S. Bank National Association

**Account Number 1-517-0937-9904****Account Summary**

Beginning Balance on Jun 17	\$	0.00	Number of Days in Statement Period	24
Ending Balance on Jul 19, 2022	\$	0.00	Average Account Balance	\$ 0.00

**Other Withdrawals**

Date	Description of Transaction	Ref Number	Amount
Jul 11	Account Closed		\$ 0.00-
<b>Total Other Withdrawals</b>			<b>\$ 0.00-</b>

**Balance Summary**

Date	Ending Balance
Jul 11	0.00

Balances only appear for days reflecting change.



P.O. Box 1800  
Saint Paul, Minnesota 55101-0800

6586 TRN S X ST01



000010427 01 AB 0.491 000638258403690 P Y

JUSTIN ALLEN  
2506 W DUNLAP AVE APT 261  
PHOENIX AZ 85021-2855

## Uni-Statement

Account Number:

1 517 0937 9904

Statement Period:

Jun 17, 2022

through

Jul 19, 2022

Page 1 of 2



To Contact U.S. Bank

By Phone:

1-800-US BANKS

(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet:

usbank.com

## NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.



## INFORMATION YOU SHOULD KNOW

Effective August 17, 2022, the *Consumer Pricing Information* disclosure will be updated to highlight new U.S. Bank products. Some of the existing checking and savings products will no longer be available for sale. These updates may affect your rights.

**Change for Platinum Checking accounts, Gold Checking accounts, Easy Checking accounts, Platinum Select Money Market Savings accounts, and Package Money Market Savings accounts:**

- These accounts will no longer be available for new accounts or upgrades in the future.

**Changes for Platinum Checking accounts:**

- The ability to open an unlimited number of Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly™ Checking account product.

**Changes for Gold Checking accounts:**

- The ability to open two (2) Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly™ Checking account product.

**Change for Easy Checking accounts:**

- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly™ Checking account product.

Beginning August 17, 2022, obtain information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards™ in the *Consumer Pricing Information* disclosure by calling 24-Hour Banking at 800-USBANKS (872-2657) or at your local U.S. Bank branch. We accept relay calls.

As of August 25, 2022, information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards program will be available in the *Consumer Pricing Information* disclosure by visiting [usbank.com](https://usbank.com).

If you have any questions, you can call us at U.S. Bank 24-Hour Banking at 800-USBANKS (872-2657). We accept relay calls. Our bankers are also available to help at your local branch via appointment.

Switching your Easy Checking account to electronic statements (e-statements) will help keep your account information secure and provide access 2-3 days sooner than mailed paper statements. There are other benefits to e-statements:

- View, print or download and save up to 7 years of statements.

**BALANCE YOUR ACCOUNT**

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

**Outstanding Deposits**

DATE	AMOUNT
<b>TOTAL</b>	<b>\$</b>

**Outstanding Withdrawals**

DATE	AMOUNT
<b>TOTAL</b>	<b>\$</b>

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. \$ \_\_\_\_\_
4. Enter the total deposits recorded in the Outstanding Deposits section. \$ \_\_\_\_\_
5. Total lines 3 and 4. \$ \_\_\_\_\_
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. \$ \_\_\_\_\_
7. Subtract line 6 from line 5. This is your balance. \$ \_\_\_\_\_
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

**IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS****In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days\* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

\*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

**IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS**

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE****What To Do If You Think You Find A Mistake on Your Statement**

If you think there is an error on your statement, write to us at:

U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your Balance Subject to Interest Rate, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The \*\*\*INTEREST CHARGE\*\*\* begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.



P.O. Box 1800  
Saint Paul, Minnesota 55101-0800

6586 TRN S X ST01



000008374 01 AB 0.461 000638224690726 P Y  
JUSTIN ALLEN  
2506 W DUNLAP AVE APT 261  
PHOENIX AZ 85021-2855



To Contact U.S. Bank

By Phone:

1-800-US BANKS  
(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet:

usbank.com

Page 1 of 2

## NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.



## INFORMATION YOU SHOULD KNOW

Effective August 17, 2022, the *Consumer Pricing Information* disclosure will be updated to highlight new U.S. Bank products. Some of the existing checking and savings products will no longer be available for sale. These updates may affect your rights.

**Change for Platinum Checking accounts, Gold Checking accounts, Easy Checking accounts, Platinum Select Money Market Savings accounts, and Package Money Market Savings accounts:**

- These accounts will no longer be available for new accounts or upgrades in the future.

**Changes for Platinum Checking accounts:**

- The ability to open an unlimited number of Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly™ Checking account product.

**Changes for Gold Checking accounts:**

- The ability to open two (2) Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly™ Checking account product.

**Change for Easy Checking accounts:**

- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly™ Checking account product.

Beginning August 17, 2022, obtain information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards™ in the *Consumer Pricing Information* disclosure by calling 24-Hour Banking at 800-USBANKS (872-2657) or at your local U.S. Bank branch. We accept relay calls.

As of August 25, 2022, information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards program will be available in the *Consumer Pricing Information* disclosure by visiting [usbank.com](https://usbank.com).

If you have any questions, you can call us at U.S. Bank 24-Hour Banking at 800-USBANKS (872-2657). We accept relay calls. Our bankers are also available to help at your local branch via appointment.

Switching your Easy Checking account to electronic statements (e-statements) will help keep your account information secure and provide access 2-3 days sooner than mailed paper statements. There are other benefits to e-statements:

- View, print or download and save up to 7 years of statements.

**BALANCE YOUR ACCOUNT**

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

**Outstanding Deposits**

DATE	AMOUNT
TOTAL	\$

**Outstanding Withdrawals**

DATE	AMOUNT
TOTAL	\$

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. \$
4. Enter the total deposits recorded in the Outstanding Deposits section. \$
5. Total lines 3 and 4. \$
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. \$
7. Subtract line 6 from line 5. This is your balance. \$
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

**IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS****In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days\* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

\*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

**IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS**

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE****What To Do If You Think You Find A Mistake on Your Statement**

If you think there is an error on your statement, write to us at:

U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The \*\*\*INTEREST CHARGE\*\*\* begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

This page intentionally left blank



JUSTIN ALLEN  
2506 W DUNLAP AVE APT 261  
PHOENIX AZ 85021-2855

**Uni-Statement**

Account Number:

1 517 0937 9904

Statement Period:

Jun 8, 2022

through

Jun 16, 2022

Page 2 of 2

**INFORMATION YOU SHOULD KNOW****(CONTINUED)**

- See detailed images of sent and deposited checks.
- Receive a monthly alert when your e-statement is ready to view.
- Reduce your paper trail.
- No fees to receive your statement electronically, and it will eliminate the \$2.00 Paper Statement Fee.<sup>1</sup>

\*Note: We waive the \$2.00 Paper Statement Fee<sup>1</sup> for account holders age 65 or older.

You can log into your account to make the switch. Go to **My Accounts**, select **My Documents** and then select **Paperless Preferences**. You can also call us at U.S. Bank 24-Hour Banking at 800.USBANKS (872.2657). We accept relay calls.

If you wish to continue receiving paper statements, there is nothing you need to do.

<sup>1</sup> Additional fees may apply for Statements with Check Images. For additional fee information, see the Miscellaneous Checking, Savings or Money Market Fees section in the Consumer Pricing Information disclosure. Check Images are available with paper or e-statements. Account holders over the age of 65 will have their paper statement fee waived.

**EASY CHECKING****Member FDIC**

U.S. Bank National Association

**Account Number 1-517-0937-9904****Account Summary**

Beginning Balance on Jun 8	\$	0.00	Number of Days in Statement Period		9
Ending Balance on Jun 16, 2022	\$	0.00	Average Account Balance	\$	0.00

4 Exhibits

Exhibit A  
CFPB

Complaint  
Answer  
+ Evidence of Duplicated  
profiles + Identity Theft.



Consumer Financial  
Protection Bureau

(<https://www.consumerfinance.gov/>)

**Start a new complaint**

◀ All complaints (.)

**220805-9172914**

**CLOSED**

✓ **Submitted**

**STATUS**

Submitted to the CFPB on 8/5/2022

**PRODUCT**

Checking or savings account

**ISSUE**

Managing an account

**We received your complaint. Thank you.**

We will review your complaint. Depending on what we find, we will typically:

- Send your complaint to the company for a response; or
- Send your complaint to another state or federal agency, or help you get in touch with your state or local consumer protection office; or
- Let you know if we need more information to continue our work.

---

**YOUR COMPLAINT**

US BANK is involved in knowingly creating accounts under customers info that were unknowing about these accounts. us bank was recently involved in a complaint for these facts. US bank started a new process called auto escheatment which includes unclaimed assets and liquidated assets that have fully matured. Becky stephens was the head of the auto escheatment

process and acting on inside information on an auto escheatment sent a sex worker to befriend me get my information and submit a claim to the south carolina unclaimed property treasury department and stole this escheatment. She then added the account to my fidelity investments account brokered by security services llc and nationwide financial llc and bny mellon deleware trust. then emptied the account through 501(c) non profit donations to non profits set up by the criminals to avoid suspicion. US BANK Knew my location and instead escheated this to the state using inside information. A employee is impersonating me in a position of trust Justin Allen Heap who recently ran for state legilature and won in august 2, elections in AZ this is the same guy working for us bank cyber security team probably to cover up this massive fraud which the CFPB just began to scratch the surface into the real reason these accounts were created. i have an account that i opened and subsequently closed after opening i assume because of the flagged fraud.

View full complaint 

## Sent to company

### STATUS

Sent to company on 8/22/2022

We've sent your complaint to the company, and we will let you know when they respond.

Their response should include the steps they took, or will take, to address your complaint.

Companies generally respond in 15 days. In some cases, the company will let you know their response is in progress and provide a final response in 60 days.

## Company responded

### STATUS

Company responded on 8/26/2022

### RESPONSE TYPE

Closed with explanation

### Company's Response

Please find attached our response to this customer's request for assistance.

### ATTACHMENTS

Allen, J Resp CFPB.pdf (36.4 KB)

Allen, J Encl CFPB.pdf (304.6 KB)

### ☒ Feedback provided

#### STATUS

Feedback provided on 8/26/2022

Your feedback

#### THE COMPANY'S RESPONSE ADDRESSED ALL OF MY ISSUES

No

#### ADDITIONAL COMMENTS

I appreciate everyone looking into this matter. However US Bank has an employee working as Chief Information Officer. Justin Allen. He works in the information security department and would explain a lot of these zombie accounts. Your company has knowingly engaged in identity theft through your unclaimed funds administrator. South Dakota Branch. Your own bank has participated in stealing funds and breaching their fiduciary responsibility to customers. This has led to serious issues. Gangstalking Mail Theft. So as far as your employees are concerned this wasn't addressed.

#### I UNDERSTAND THE COMPANY'S RESPONSE TO MY COMPLAINT

Yes

#### THE COMPANY DID WHAT THEY SAID THEY WOULD DO WITH MY COMPLAINT

No

#### ADDITIONAL COMMENTS

Identity theft ran by the bank itself. This was not addressed.

## What happens now?

The complaint process is complete and your complaint is now closed.

We have taken the following additional actions on your complaint:

- We added your complaint to the CFPB's Consumer Complaint Database (<http://www.consumerfinance.gov/data-research/consumer-complaints>).
- Your feedback, and feedback from others, helps us understand how companies are addressing concerns raised by consumers in their complaints. We will also share your feedback with the company.
- We have also shared your complaint with the Federal Trade Commission, which will add your complaint to its database for state and federal law enforcement agencies.

We appreciate your participation in the complaint process and your feedback on the company's response. Both are important to us and consumers who may have similar issues and concerns.

## Closed

The CFPB has closed your complaint.

---

Privacy Act Statement

---

OMB #3170-0011

---

Note on user experience

---

Have a question? ¿Preguntas?

(855) 411-2372

TTY/TTD: (855) 729-2372

8 a.m. to 8 p.m. ET, Monday through Friday

(except federal holidays). (<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview>)

More than 180 languages available.



An official website of the United States Government



usbank.com

August 26, 2022

Justin T Allen  
2506 W Dunlap Ave Apt 261  
Phoenix, AZ 85021

Re: Consumer Financial Protection Bureau case #220805-9172914

Dear Justin T Allen:

This letter is in response to your inquiry filed with the Consumer Financial Protection Bureau, about your checking account. Please be assured that we have the highest level of commitment to the services we provide.

We researched the following product and service issues identified in your inquiry. Regarding your checking account ending in 9904, our records indicate the account was opened on June 8, 2022, through our online banking application; however, the account was never funded. As a result, the account was closed on July 11, with a zero balance. We are enclosing copies of your June and July monthly statements for your records.

In researching our unclaimed property records, we have one pending unclaimed check. An outstanding check in the amount of \$14.95 payable to Justin T Allen at your current address is scheduled to escheat to the State of Arizona later this year. The check issued on July 3, 2018, reflects a credit balance that was paid from a U.S. Bank issued credit card, resulting in a card balance of zero. If you are still in possession of this check, it will need to be negotiated or replaced within the next 30 days to avoid the funds being transferred to the State of Arizona as unclaimed property. To have this check replaced, you may contact the Customer Service number associated with this credit card or our U.S. Bank 24-Hour Banking Specialists at 800-USBANKS (872-2657).

Please be assured, all matters concerning your statement about U.S. Bank employees were reviewed internally and were addressed with the appropriate levels of management. Please consider, the findings of an internal review are not shared, nor are the findings known by the branch or other bank employees that are not part of the review process.

We sincerely apologize for any inconvenience or frustration this situation may have caused. We understand that this may not be the response you sought, but we hope this information is helpful to you. If you have additional questions or concerns, please contact our U.S. Bank 24-Hour Banking Specialists at 800-USBANKS (872-2657).

Sincerely,

Account Compliance Operations Services  
U.S. Bank

cc: Consumer Financial Protection Bureau

Enclosures

4 Multiple Identical Accounts



P.O. Box 1800  
Saint Paul, Minnesota 55101-0800

6586 TRN S X ST01

Uni- Statement

Account Number:

1 517 0937 9904

Statement Period :

Jun 17, 2022

through

Jul 19, 2022

Page 1 of 2



FAAFTAFFADDFADATFDFAFFTATDTDTFAAAATFTTAAFDTFTDAAATDDADDFDDADDDFFA

000010427 01 AB 0.491 000638258403690 P Y

JUSTIN ALLEN

2506 W DUNLAP AVE APT 261

PHOENIX AZ 85021 -2855

% To Contact U.S. Bank

By Phone:

1-800-US BANKS

(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet:

usbank.com

#### NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.



#### INFORMATION YOU SHOULD KNOW

Effective August 17, 2022, the Consumer Pricing Information disclosure will be updated to highlight new U.S. Bank products. Some of the existing checking and savings products will no longer be available for sale. These updates may affect your rights.

Change for Platinum Checking accounts, Gold Checking accounts, Easy Checking accounts, Platinum Select Money Market Savings accounts, and Package Money Market Savings accounts:

- These accounts will no longer be available for new accounts or upgrades in the future.

Changes for Platinum Checking accounts:

- The ability to open an unlimited number of Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

• Checking

Changes for Gold Checking accounts:

- The ability to open two (2) Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

• Checking

Change for Easy Checking accounts:

- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

• Checking

Beginning August 17, 2022, obtain information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards • in the Consumer Pricing Information disclosure by calling 24-Hour Banking at 800-USBANKS (872-2657) or at your local U.S. Bank branch. We accept relay calls.

As of August 25, 2022, information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards program will be available in the Consumer Pricing Information disclosure by visiting usbank.com

If you have any questions, you can call us at U.S. Bank 24-Hour Banking at 800-USBANKS (872-2657). We accept relay calls. Our bankers are also available to help at your local branch via appointment.

Switching your Easy Checking account to electronic statements (e-statements) will help keep your account information secure and provide access 2-3 days sooner than mailed paper statements. There are other benefits to e-statements:

- View, print or download and save up to 7 years of statements.

**BALANCE YOUR ACCOUNT**

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

**Outstanding Deposits**

DATE	AMOUNT
<b>TOTAL</b>	<b>\$</b>

**Outstanding Withdrawals**

DATE	AMOUNT
<b>TOTAL</b>	<b>\$</b>

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. \$ \_\_\_\_\_
4. Enter the total deposits recorded in the Outstanding Deposits section. \$ \_\_\_\_\_
5. Total lines 3 and 4. \$ \_\_\_\_\_
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. \$ \_\_\_\_\_
7. Subtract line 6 from line 5. This is your balance. \$ \_\_\_\_\_
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

**IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS**

In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days\* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

\*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

**IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS**

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE****What To Do If You Think You Find A Mistake on Your Statement**

If you think there is an error on your statement, write to us at:

U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential error in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your Balance Subject to Interest Rate, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The \*\*\*INTEREST CHARGE\*\*\* begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.



JUSTIN ALLEN  
2506 W DUNLAP AVE APT 261  
PHOENIX AZ 85021 -2855

Uni- Statement  
Account Number:  
1 517 0937 9904  
Statement Period :  
Jun 17, 2022  
through  
Jul 19, 2022  
Page 2 of 2

## INFORMATION YOU SHOULD KNOW

(CONTINUED)

- See detailed images of sent and deposited checks.
- Receive a monthly alert when your e-statement is ready to view.
- Reduce your paper trail.
- No fees to receive your statement electronically, and it will eliminate the \$2.00 Paper Statement Fee.

\*Note: We waive the \$2.00 Paper Statement Fee 1 for account holders age 65 or older.

You can log into your account to make the switch. Go to My Accounts , select My Documents and then select Paperless Preferences . You can also call us at U.S. Bank 24-Hour Banking at 800.USBANKS (872.2657). We accept relay calls.

If you wish to continue receiving paper statements, there is nothing you need to do.

1 Additional fees may apply for Statements with Check Images. For additional fee information, see the Miscellaneous Checking, Savings or Money Market Fees section in the Consumer Pricing Information disclosure. Check Images are available with paper or e-statements. Account holders over the age of 65 will have their paper statement fee waived.

EASY CHECKING					Member FDIC	
ACCOUNT CLOSED						
U.S. Bank National Association					Account Number	1-517-0937-9904
Account Summary						
Beginning Balance on	Jun 17	\$	0.00	Number of Days in Statement Period		24
				Average Account Balance	\$	0.00
Ending Balance on	Jul 19, 2022	\$	0.00			
Other Withdrawals						
Date	Description of Transaction			Ref Number		Amount
Jul 11	Account Closed				\$	0.00 -
				Total Other Withdrawals	\$	0.00 -
Balance Summary						
Date		Ending Balance				
Jul 11		0.00				
Balances only appear for days reflecting change.						



This page intentionally left blank



P.O. Box 1800  
Saint Paul, Minnesota 55101-0800

6586 TRN S X ST01

Uni- Statement

Account Number:

1 517 0937 9904

Statement Period :

Jun 8, 2022

through

Jun 16, 2022

Page 1 of 2



TATDTFAADFDDFTFTDAFAFTFAFTDTTAFDFFFAADTTAATAADTFTDDTDDAAAFADAAA

000008374 01 AB 0.461 000638224690726 P Y

JUSTIN ALLEN

2506 W DUNLAP AVE APT 261

PHOENIX AZ 85021 -2855

% To Contact U.S. Bank

By Phone:

1-800-US BANKS

(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet:

usbank.com

#### NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.



#### INFORMATION YOU SHOULD KNOW

Effective August 17, 2022, the Consumer Pricing Information disclosure will be updated to highlight new U.S. Bank products. Some of the existing checking and savings products will no longer be available for sale. These updates may affect your rights.

Change for Platinum Checking accounts, Gold Checking accounts, Easy Checking accounts, Platinum Select Money Market Savings accounts, and Package Money Market Savings accounts:

- These accounts will no longer be available for new accounts or upgrades in the future.

Changes for Platinum Checking accounts:

- The ability to open an unlimited number of Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

• Checking

Changes for Gold Checking accounts:

- The ability to open two (2) Easy Checking accounts with no Monthly Maintenance Fee is unavailable as the Easy Checking account is not being offered for new accounts in the future.
- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

• Checking

Change for Easy Checking accounts:

- The Military Service Member benefit, Student benefit and/or Workplace benefit will no longer be available for new enrollment effective August 15, 2022. These benefits will be available as part of the new U.S. Bank Smartly account product.

• Checking

Beginning August 17, 2022, obtain information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards in the Consumer Pricing Information disclosure by calling 24-Hour Banking at 800-US BANKS (872-2657) or at your local U.S. Bank branch. We accept relay calls.

As of August 25, 2022, information about the new U.S. Bank Smartly Checking account and U.S. Bank Smart Rewards program will be available in the Consumer Pricing Information disclosure by visiting [usbank.com](https://usbank.com).

If you have any questions, you can call us at U.S. Bank 24-Hour Banking at 800-US BANKS (872-2657). We accept relay calls. Our bankers are also available to help at your local branch via appointment.

Switching your Easy Checking account to electronic statements (e-statements) will help keep your account information secure and provide access 2-3 days sooner than mailed paper statements. There are other benefits to e-statements:

- View, print or download and save up to 7 years of statements.

**BALANCE YOUR ACCOUNT**

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

**Outstanding Deposits**

DATE	AMOUNT
<b>TOTAL</b>	<b>\$</b>

**Outstanding Withdrawals**

DATE	AMOUNT
<b>TOTAL</b>	<b>\$</b>

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. \$ \_\_\_\_\_
4. Enter the total deposits recorded in the Outstanding Deposits section. \$ \_\_\_\_\_
5. Total lines 3 and 4. \$ \_\_\_\_\_
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. \$ \_\_\_\_\_
7. Subtract line 6 from line 5. This is your balance. \$ \_\_\_\_\_
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

**IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS****In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days\* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WSSD, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

\*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

**IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS**

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE****What To Do If You Think You Find A Mistake on Your Statement**

If you think there is an error on your statement, write to us at:

U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your Balance Subject to Interest Rate, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The \*\*\*INTEREST CHARGE\*\*\* begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.





JUSTIN ALLEN  
2506 W DUNLAP AVE APT 261  
PHOENIX AZ 85021 -2855

Uni- Statement

Account Number:

1 517 0937 9904

Statement Period :

Jun 8, 2022

through

Jun 16, 2022

Page 2 of 2



#### INFORMATION YOU SHOULD KNOW

(CONTINUED)

- See detailed images of sent and deposited checks.
- Receive a monthly alert when your e-statement is ready to view.
- Reduce your paper trail.
- No fees to receive your statement electronically, and it will eliminate the \$2.00 Paper Statement Fee.

1

\*Note: We waive the \$2.00 Paper Statement Fee 1 for account holders age 65 or older.

You can log into your account to make the switch. Go to [My Accounts](#), select [My Documents](#) and then select [Paperless Preferences](#). You can also call us at U.S. Bank 24-Hour Banking at 800.USBANKS (872.2657). We accept relay calls.

If you wish to continue receiving paper statements, there is nothing you need to do.

1 Additional fees may apply for Statements with Check Images. For additional fee information, see the Miscellaneous Checking, Savings or Money Market Fees section in the Consumer Pricing Information disclosure. Check Images are available with paper or e-statements. Account holders over the age of 65 will have their paper statement fee waived.

#### EASY CHECKING

Member FDIC

U.S. Bank National Association

Account Number

1-517-0937-9904

Account Summary

Beginning Balance on Jun 8 \$ 0.00

Number of Days in Statement Period

9

Ending Balance on Jun 16, 2022 \$ 0.00

Average Account Balance

\$

0.00



This page intentionally left blank

Answered - 401(\*)

1-800-835-5075

401(\*)

Joe #178757

855 398 1288

The Prestige Westland  
Central Bank & Loans

Number

Superior Ohio

CFPB

Complaint Filed  
orders and stipulations

2022-CFPB-0006 Document 2 Filed 07/28/2022 Page 1 of 6

**UNITED STATES OF AMERICA  
CONSUMER FINANCIAL PROTECTION BUREAU**

**File No. 2022-CFPB-0006**

**STIPULATION AND CONSENT  
TO THE ISSUANCE OF  
A CONSENT ORDER**

**In the matter of:**

**U.S. BANK NATIONAL  
ASSOCIATION**

The Consumer Financial Protection Bureau (Bureau) intends to initiate an administrative proceeding against U.S. Bank National Association (Respondent), under 12 U.S.C. §§ 5563 and 5565, for its sales acts or practices in violation of the Truth in Lending Act (TILA), 15 U.S.C. §§ 1601 et seq., and its implementing regulation, Regulation Z, 12 C.F.R. part 1026; the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681b(f); the Truth in Savings Act (TISA), 12 U.S.C. § 4301 et seq., and its implementing regulation, Regulation DD, 12 C.F.R. part 1030; the CFPA's prohibition against unfair, deceptive, or abusive acts or practices, 12 U.S.C. §§ 5531, 5536; and the CFPA's prohibition on violating any other Federal consumer financial law, 12 U.S.C. § 5536(a)(1)(A).

Respondent, in the interest of compliance and resolution of the matter, and without admitting or denying any wrongdoing, consents to the issuance of a Consent Order substantially in the form of the one to which this Stipulation and Consent to the Issuance of a Consent Order is attached (Consent Order), and which is incorporated by reference.

In consideration of the above premises, Respondent agrees to the following:

#### **Jurisdiction**

1. The Bureau has jurisdiction over this matter under §§ 1053 and 1055 of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5563, 5565.

#### **Consent**

2. Respondent agrees to the issuance of the Consent Order, without admitting or denying any of the findings of fact or conclusions of law, except that Respondent admits the facts necessary to establish the Bureau's jurisdiction over Respondent and the subject matter of this action.
3. Respondent agrees that the Consent Order will be deemed an "order issued with the consent of the person concerned" under 12 U.S.C. § 5563(b)(4) and agrees that the Consent Order will become a final order, effective upon its

entry on the administrative docket, and will be fully enforceable by the Bureau under 12 U.S.C. §§ 5563(d)(1) and 5565.

4. Respondent voluntarily enters into this Stipulation and Consent to the Issuance of a Consent Order (Stipulation).
5. The Consent Order resolves only Respondent's potential liability for law violations that the Bureau asserted or might have asserted based on the acts or practices described in Section IV of the Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. Respondent acknowledges that no promise or representation has been made by the Bureau or any employee, agent, or representative of the Bureau, about any liability outside of this action that may have arisen or may arise from the facts underlying this action or immunity from any such liability.
6. Respondent agrees that the facts described in Section IV of the Consent Order will be taken as true and be given collateral estoppel effect, without further proof, in any proceeding before the Bureau to enforce the Consent Order, or in any subsequent civil litigation by the Bureau to enforce the Consent Order or its rights to any payment or monetary judgment under the Consent Order, such as a non-dischargeability complaint in any bankruptcy case.

7. The terms and provisions of this Stipulation and the Consent Order will be binding upon, and inure to the benefit of, the parties hereto and their successors in interest.
8. Respondent agrees that the Bureau may present the Consent Order to the Bureau Director for signature and entry without further notice.

#### **Waivers**

9. Respondent, by consenting to this Stipulation, waives:
  - a. any right to service of the Consent Order, and agrees that entry of the Consent Order on the administrative docket will constitute notice to Respondent of its terms and conditions;
  - b. any objection to the jurisdiction of the Bureau, including, without limitation, under section 1053 of the CFPA, 12 U.S.C. § 5563;
  - c. the rights to all hearings under the statutory provisions under which the proceeding is to be or has been instituted; the filing of proposed findings of fact and conclusions of law; proceedings before, and a recommended decision by, a hearing officer; all post-hearing procedures; and any other procedural right available under section 1053 of the CFPA, 12 U.S.C. § 5563, or 12 CFR Part 1081;
  - d. the right to seek any administrative or judicial review of the Consent Order;

- e. any claim for fees, costs or expenses against the Bureau, or any of its agents or employees, and any other governmental entity, related in any way to this enforcement matter or the Consent Order, whether arising under common law or under the terms of any statute, including, but not limited to the Equal Access to Justice Act and the Small Business Regulatory Enforcement Fairness Act of 1996; for these purposes, Respondent agrees that Respondent is not the prevailing party in this action because the parties have reached a good faith settlement;
- f. any other right to challenge or contest the validity of the Consent Order;
- g. such provisions of the Bureau's rules or other requirements of law as may be construed to prevent any Bureau employee from participating in the preparation of, or advising the Director as to, any order, opinion, finding of fact, or conclusion of law to be entered in connection with this Stipulation or the Consent Order; and
- h. any right to claim bias or prejudgment by the Director based on the consideration of or discussions concerning settlement of all or any part of the proceeding.

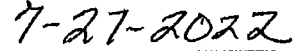
2022-CFPB-0006 Document 2 Filed 07/28/2022 Page 6 of 6

U.S. BANK NATIONAL ASSOCIATION

BY:

A handwritten signature in cursive script, appearing to read "Jodi L. Richard", is written over a horizontal line.

Jodi L. Richard

A handwritten date "7-27-2022" is written over a horizontal line.

Date

Vice Chair, Chief Risk Officer, U.S. Bank National Association

2022-CFPB-0006 Document 1 Filed 07/28/2022 Page 1 of 30

**UNITED STATES OF AMERICA  
CONSUMER FINANCIAL PROTECTION BUREAU**

**ADMINISTRATIVE PROCEEDING  
File No. 2022-CFPB-0006**

In the Matter of:

**CONSENT ORDER**

**U.S. Bank National Association**

The Consumer Financial Protection Bureau (Bureau) has identified the following unlawful acts or practices of U.S. Bank National Association (Respondent, as defined below): (1) applying for and issuing credit cards and lines of credit for consumers without their knowledge and consent; (2) using or obtaining consumer reports of consumers who were not seeking an extension of credit from or involved in any form of credit transaction, account review, or account collection with Respondent, where the Respondent had no other permissible purpose for the consumer reports it used or obtained; (3) opening consumer deposit accounts without consumers' knowledge and consent; and (4) creating sales pressure on its employees that led to employees opening credit

cards, lines of credit, and deposit accounts without consumers' knowledge and consent. The Bureau has concluded that Respondent's acts or practices violated the Truth in Lending Act (TILA), 15 U.S.C. § 1601 et seq., and its implementing regulation, Regulation Z, 12 C.F.R. part 1026; the Fair Credit Reporting Act (FCRA), 15 U.S.C. §§ 1681b(f); and the Truth in Savings Act (TISA), 12 U.S.C. § 4301 et seq., and its implementing regulation, Regulation DD, 12 C.F.R. part 1030; and the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531 and 5536. The Bureau issues this Consent Order under §§ 1053 and 1055 of the CFPA.

## **I.**

### **Jurisdiction**

1. The Bureau has jurisdiction over this matter under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565.

## **II.**

### **Stipulation**

2. Respondent has executed a "Stipulation and Consent to the Issuance of a Consent Order," dated July 27, 2022 (Stipulation), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, Respondent has consented to the issuance of this Consent Order by the Bureau under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565, without

admitting or denying any of the findings of fact or conclusions of law, except that Respondent admits the facts necessary to establish the Bureau's jurisdiction over Respondent and the subject matter of this action.

### **III.**

#### **Definitions**

3. The following definitions apply to this Consent Order:
  - a. "Affected Consumer" means any consumer potentially subjected to any of the Improper Sales Acts or Practices during the Notice Period.
  - b. "Board" means Respondent's duly elected and acting Board of Directors or a committee thereof.
  - c. "Consumer Financial Product or Service" is defined in 12 U.S.C. § 5481 and means any financial product or service that is described in one or more categories under— (A) paragraph (15) of 12 U.S.C. § 5481 and is offered or provided for use by consumers primarily for personal, family, or household purposes; or (B) clause (i), (iii), (ix), or (x) of paragraph (15)(A) of 12 U.S.C. § 5481, and is delivered, offered, or provided in connection with a consumer financial product or service referred to in 12 U.S.C. § 5481(5)(A).
  - d. "Consumer Reporting Agency" means a Consumer Reporting Agency as defined by 15 U.S.C. § 1681a(f).

- e. “Effective Date” means the date on which the Consent Order is entered on the administrative docket.
- f. “Findings Period” is from January 1, 2010, through December 31, 2020.
- g. “Improper Sales Acts or Practices” means applying for, opening, issuing, activating, or enrolling a consumer in, without the consumer’s knowledge and consent, credit cards, Premier lines of credit, Reserve lines of credit, or deposit accounts.
- h. “Notice Period” is from January 1, 2015, through December 31, 2021.
- i. “Regional Director” means the Regional Director for the Midwest Region for the Office of Supervision of the Consumer Financial Protection Bureau, or his or her delegate.
- j. “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Respondent based on substantially the same facts as described in Section IV of this Consent Order.
- k. “Relevant Conduct” means applying for, issuing, or opening credit cards, lines of credit, or deposit accounts; and engaging in sales practices with respect to those products, including by setting performance-management and sales goals for Respondent’s employees.

1. “Respondent” means U.S. Bank National Association, and its successors and assigns.

#### **IV.**

#### **Bureau Findings and Conclusions**

The Bureau finds the following:

4. Respondent is a national bank headquartered in Minneapolis, Minnesota. In 2021, Respondent had \$559 billion in total assets.
5. Respondent operates more than 2,800 full-service bank branches nationwide, through which it offers deposit and credit products.
6. Respondent is a “covered person” under 12 U.S.C. § 5481(6).
7. During the Findings Period, Respondent offered an array of Consumer Financial Products or Services, including savings and checking accounts (deposit accounts), credit cards, and Premier and Reserve lines of credit.
8. To increase sales of certain Consumer Financial Products or Services, Respondent imposed sales goals on bank employees as a factor in evaluating employee performance and implemented an incentive-compensation program that financially rewarded employees for selling Consumer Financial Products or Services. Respondent’s sales goals have included a point-based system, with different point values assigned to different products.

Respondent assigned the point values primarily based on the revenue that each product generated for the bank.

9. Respondent pressured employees to sell more products because doing so was in the interest of Respondent.
10. In response to sales pressure or to obtain incentive rewards, Respondent employees opened deposit accounts, submitted applications for and issued credit cards, and opened lines of credit linked to deposit accounts without consumers' knowledge and consent. These acts or practices involved a small percentage of Respondent's new accounts.
11. During the Findings Period, Respondent sometimes generated associated fees from products opened without consumers' knowledge and consent.
12. In 2016, Respondent began enhancing its processes for account opening and retention of affirmative consent. The number of accounts bearing indicia of non-authorization trended downward after these process improvements.
13. Throughout the Findings Period, Respondent used processes that were not reasonably designed to determine the full scope of Improper Sales Acts or Practices. Prior to 2016, Respondent primarily relied on consumers to self-identify or on consumers or employees to allege improper activity. Even when consumers or employees alleged Improper Sales Acts or Practices, Respondent only recorded or investigated the allegations if the allegation

was escalated above the bank-branch level. Respondent was aware that many allegations were not escalated or recorded. In 2016, Respondent began enhancing its processes for detecting and investigating sales misconduct.

14. Respondent's acts or practices described herein harmed Affected Consumers including through fees charged on unauthorized accounts; negative impacts to consumer credit profiles; the loss of control over personal identifying information; and the expenditure of consumer time and effort investigating the facts, seeking closure of unwanted accounts, and monitoring and mitigating harm going forward.

#### **Respondent's violations of TILA**

15. Under TILA, "no credit card shall be issued except in response to a request or application therefor." 15 U.S.C. § 1642. Regulation Z requires that no credit card shall be issued to any person except in response to an oral or written request or application for the card; or as a renewal of, or substitute for, an accepted credit card. 12 C.F.R. § 1026.12(a).
16. By issuing credit cards to consumers without the consumers' knowledge and consent and not in response to an oral or written request or application for the card or as a renewal of, or substitute for, an accepted credit card, Respondent violated TILA and Regulation Z, 15 U.S.C. § 1642; 12 C.F.R. § 1026.12(a).

**Respondent's violations of FCRA**

17. It was Respondent's practice to obtain consumer reports in the course of considering consumers for new credit cards and other credit products.
18. Respondent used or obtained consumer reports to consider consumers for new credit products even when the consumers had not applied for or did not want the products and where Respondent had no permissible purpose for the consumer reports.
19. Respondent used or obtained consumer reports without a permissible purpose in connection with unauthorized applications for credit cards.
20. Section 604(f) of FCRA mandates that consumer reports be used or obtained only for permissible purposes enumerated in the statute. 15 U.S.C. § 1681b(f).
21. Under FCRA, a "person shall not use or obtain a consumer report for any purpose unless—(1) the consumer report is obtained for a purpose for which the consumer report is authorized to be furnished" and one other condition is met. 15 U.S.C. § 1681b(f).
22. The authorized purposes specified in FCRA include consumer reports furnished "in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of

credit to, or review or collection of an account of, the consumer.” 15 U.S.C. § 1681b(a)(3)(A).

23. By using or obtaining consumer reports without a permissible purpose, Respondent violated § 604(f) of FCRA, 15 U.S.C. § 1681b(f).

**Respondent’s violations of TISA**

24. TISA’s purpose is “to require the clear and uniform disclosure of— (1) the rates of interest which are payable on deposit accounts by depository institutions; and (2) the fees that are assessable against deposit accounts, so that consumers can make a meaningful comparison between the competing claims of depository institutions with regard to deposit accounts.” 12 U.S.C. § 4301(b). TISA further authorizes the Bureau to issue implementing regulations, including regulations to carry out these purposes. E.g., 12 U.S.C. § 4308(a).
25. TISA’s implementing regulation (Regulation DD), requires the disclosure of the annual percentage yield and interest rate, compounding and crediting information, balance information, fees, and more. 12 C.F.R. § 1030.4(b). Those disclosures must be made before account opening or a service is provided, whichever is earlier. 12 C.F.R. § 1030.4(a)(1)(i).
26. By opening deposit accounts without consumer authorization and, in the process, failing to provide the required disclosures to the account-holder

consumers as contemplated in TISA and Regulation DD, Respondent violated TISA and Regulation DD, 12 U.S.C. § 4301(b); 12 C.F.R. § 1030.4.

**Respondent's violations of the CFPA**

27. The CFPA prohibits “unfair, deceptive, or abusive” acts or practices.  
12 U.S.C. §§ 5531 and 5536(a)(1)(B).
28. Respondent's conduct violated the CFPA prohibition against abusive acts or practices because Respondent took unreasonable advantage of the consumers' inability to protect their interests in selecting or using a product or service by opening credit cards, lines of credit, and deposit accounts without consumers' knowledge and consent. 12 U.S.C. §§ 5531(d) and 5536(a)(1)(B).
29. Under § 1036(a)(1)(A) of the CFPA, it is unlawful for covered persons to “offer or provide to a consumer any financial product or service not in conformity with Federal consumer financial law, or otherwise commit any act or omission in violation of a Federal consumer financial law.” 12 U.S.C. § 5536(a)(1)(A).
30. By violating TILA, FCRA, and TISA, Respondent committed acts or omissions in violation of Federal consumer financial laws. Accordingly, Respondent violated § 1036(a)(1)(A) of the CFPA. 12 U.S.C. § 5536(a)(1)(A).

## **CONDUCT PROVISIONS**

### **V.**

#### **Prohibited Conduct**

**IT IS ORDERED**, under §§ 1053 and 1055 of the CFPA, that:

31. Respondent and its officers, agents, servants, and employees who have actual notice of this Consent Order, in connection with the Relevant Conduct, whether acting directly or indirectly, may not violate sections 1031 and 1036 of the CFPA, 12 U.S.C. §§ 5531 and 5536; TILA, 15 U.S.C. § 1601 et seq., and its implementing regulation, Regulation Z, 12 C.F.R. part 1026; TISA, 12 U.S.C. § 4301 et seq., and its implementing regulation, Regulation DD, 12 C.F.R. part 1030; or FCRA, 15 U.S.C. § 1681b(f), including by: engaging in Improper Sales Acts or Practices or setting performance-management and sales goals for its employees that foster Improper Sales Acts or Practices.

#### **Required Conduct**

32. Respondent must take the following affirmative actions:
  - a. Respondent must maintain policies and procedures to prevent and detect Improper Sales Acts or Practices that ensure that Respondent (i) devotes sufficient personnel and resources to monitor those practices;
  - (ii) appropriately handles consumer inquiries or complaints of Improper

2022-CFPB-0006 Document 1 Filed 07/28/2022 Page 12 of 30

Sales Acts or Practices; (iii) appropriately handles employee inquiries, concerns, or complaints of sales pressure or Improper Sales Acts or Practices; (iv) tracks and addresses indicia of Improper Sales Acts or Practices; (v) provides employee training reasonably designed to prevent Improper Sales Acts or Practices and ensures that Respondent is identifying Consumer Financial Products and Services based on the consumer's wants and needs and the benefit to the consumer; and (vi) has performance-management and sales goals for its employees that are reasonably designed to prevent Improper Sales Acts or Practices.

- b. Respondent must maintain policies and procedures to collect and retain evidence demonstrating that a consumer has authorized the issuance or opening of a Consumer Financial Product or Service.

## **VI.**

### **Compliance Plan**

**IT IS FURTHER ORDERED** that:

33. Within 30 days of the Effective Date, Respondent must submit to the Regional Director for review a comprehensive compliance plan designed to ensure that Respondent's Relevant Conduct complies with all applicable Federal consumer financial laws and the terms of this Consent Order (Compliance Plan). The Compliance Plan must include, at a minimum:

2022-CFPB-0006 Document 1 Filed 07/28/2022 Page 13 of 30

- a. detailed steps for addressing each action required by this Consent Order;
  - b. a mechanism to ensure that the Board is kept apprised of the status of compliance actions; and
  - c. specific timeframes and deadlines for implementation of the steps described above, if not already implemented.
34. The Compliance Plan must include policies and procedures to identify, manage, mitigate, and report risks and misconduct associated with sales-related behaviors. It must also describe how Respondent prevents and detects sales misconduct and oversees the appropriateness, effectiveness, and timeliness of actions taken in response to sales misconduct.
35. To the extent it complies with the requirements set out in this Section, Respondent may submit its existing Sales Practices Oversight Program, including its Sales Practices Oversight Policy, as the Compliance Plan required by this Section.

## **VII.**

### **Role of the Board**

#### **IT IS FURTHER ORDERED that:**

36. The Board must review all submissions required by this Consent Order before submission to the Bureau.

37. Although this Consent Order requires Respondent to submit certain documents for the review or non-objection by the Regional Director, the Board will have the ultimate responsibility for proper and sound management of Respondent and for ensuring that Respondent complies with the laws that the Bureau enforces, including Federal consumer financial laws and this Consent Order.
38. In each instance that this Consent Order requires the Board to ensure adherence to, or perform certain obligations of Respondent, the Board must:
- a. authorize whatever actions are necessary for Respondent to fully comply with the Consent Order;
  - b. require timely reporting by management to the Board on the status of compliance obligations; and
  - c. require timely and appropriate corrective action to remedy any material non-compliance with Board directives related to this Section.

## **MONETARY PROVISIONS**

### **VIII.**

#### **Order to Pay Redress**

**IT IS FURTHER ORDERED** that:

39. Respondent agrees to retain or continue the retention of an unaffiliated third-party consulting firm (Consultant), and Respondent must, with the

Consultant, develop and implement the Redress Plan described in paragraphs 40-48 of this Consent Order.

40. Within 60 days of the Effective Date, Respondent must submit to the Regional Director for review and non-objection a comprehensive written plan for providing redress consistent with this Consent Order (Redress Plan). The Regional Director will have the discretion to make a determination of non-objection to the Redress Plan or direct Respondent to revise it. If the Regional Director directs Respondent to revise the Redress Plan, Respondent must revise and resubmit the Redress Plan to the Regional Director within 30 days. After receiving notice that the Regional Director has made a determination of non-objection to the Redress Plan, Respondent must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.
41. The Redress Plan must include and describe procedures, including data analytics and other methods, intended to reasonably identify:
- a. Affected Consumers; and
  - b. the types and amounts of any fees or other monetary or non-monetary harm, including adverse effects on Consumer Reporting Agency information, incurred by each Affected Consumer.

42. The Redress Plan must include and describe procedures to provide, or confirm the prior provision of, redress to Affected Consumers. The Redress Plan must also include and describe procedures to provide redress to any consumers previously identified but not yet remediated who may have been impacted by Improper Sales Acts or Practices during the Findings Period. The Redress Plan must also include and describe procedures for the Respondent to support and provide to the Bureau any determination made by the Respondent that providing redress to particular Affected Consumers is impracticable.
43. Redress must include a return of all fees and costs incurred by Affected Consumers as a result of Improper Sales Acts or Practices, plus interest to account for the time-value of money if this interest is more than one dollar; and redress must include the correction, with prior consumer consent, of any errors in furnishing information to Consumer Reporting Agencies resulting from the Improper Sales Acts or Practices.
44. The Redress Plan must detail how Respondent will locate Affected Consumers for payment of redress and the steps Respondent will take with respect to consumers whose redress payments are returned as undeliverable or not cashed within a prescribed time.

45. The Redress Plan must include the form of the letter or notice that will be sent to Affected Consumers notifying them of any redress and offering to close the products or end the services without fees or penalties. Respondent must also describe the procedures by which Respondent will provide this notice to Affected Consumers.
46. Within 180 days after completing the Redress Plan, Respondent's Corporate Audit Services department must review and assess compliance with the terms of the Redress Plan and validate that the Redress Plan has been properly executed, and must report the results of the review and assessment in a written submission to the Board and to the Regional Director.
47. Respondent must provide all redress under the Redress Plan within one year of the Regional Director making a determination of non-objection to the Redress Plan, unless the Regional Director grants an extension of that deadline.
48. Respondent may not condition the payment of any redress to any Affected Consumer under this Consent Order on that Affected Consumer waiving any right.

**IX.**

**Order to Pay Civil Money Penalty**

**IT IS FURTHER ORDERED** that:

49. Under § 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section IV of this Consent Order, Respondent must pay a civil money penalty of \$37,500,000 to the Bureau.
50. Within 10 days of the Effective Date, Respondent must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.
51. The civil money penalty paid under this Consent Order will be deposited in the Civil Penalty Fund of the Bureau as required by § 1017(d) of the CFPA, 12 U.S.C. § 5497(d).
52. Respondent, for all purposes, must treat the civil money penalty paid under this Consent Order as a penalty paid to the government. Regardless of how the Bureau ultimately uses those funds, Respondent may not:
  - a. claim, assert, or apply for a tax deduction, tax credit, or any other tax benefit for any civil money penalty paid under this Consent Order; or
  - b. seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made under any

insurance policy, with regard to any civil money penalty paid under this Consent Order.

53. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Respondent may not argue that Respondent is entitled to, nor may Respondent benefit by, any offset or reduction of any compensatory monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action or because of any payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory monetary remedies imposed against Respondent based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Respondent must, within 30 days after entry of a final order granting such offset or reduction, notify the Bureau, and pay the amount of the offset or reduction to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

**X.**

**Additional Monetary Provisions**

**IT IS FURTHER ORDERED** that:

54. In the event of any default on Respondent's obligations to make payment under this Consent Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the date of default to the date of payment, and will immediately become due and payable.
55. Respondent must relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law, and no part of the funds may be returned to Respondent.
56. Under 31 U.S.C. § 7701, Respondent, unless it already has done so, must furnish to the Bureau its taxpayer-identification numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.
57. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent must notify the Regional Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that Respondent paid

or is required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

## **COMPLIANCE PROVISIONS**

### **XI.**

#### **Reporting Requirements**

**IT IS FURTHER ORDERED** that:

58. Respondent must notify the Bureau of any development that may affect compliance obligations arising under this Consent Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Order; the filing of any bankruptcy or insolvency proceeding by or against Respondent; or a change in Respondent's name or address. Respondent must provide this notice, if practicable, at least 30 days before the development, but in any case no later than 14 days after the development.
59. Within 7 days of the Effective Date, Respondent must designate at least one telephone number and email, physical, and postal addresses as points of contact that the Bureau may use to communicate with Respondent.

60. Respondent must report any change in the information required to be submitted under Paragraph 59 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.
61. Within 90 days of submission of a Compliance Plan, and again one year after the date of submission, Respondent must submit to the Regional Director an accurate written compliance progress report (Compliance Report) that has been approved by the Board, sworn to under penalty of perjury, which, at a minimum:
  - a. describes in detail the manner and form in which Respondent has complied with each such paragraph and subparagraph of the Consent Order, Compliance Plan, and Redress Plan; and
  - b. attaches a list of all persons and their titles who signed the Order Acknowledgment obtained under Section XII, unless previously submitted to the Bureau.

## **XII.**

### **Order Distribution and Acknowledgment**

**IT IS FURTHER ORDERED** that:

62. Within 7 days of the Effective Date, Respondent must submit to the Regional Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.

63. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its Board members and executive officers, and to its current Regional Managers who have responsibilities related to the subject matter of the Consent Order, as well as to any managers, employees, service providers, or other agents and representatives who have responsibilities related to Respondent's compliance with the Consent Order.
64. For 5 years from the Effective Date, Respondent must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section XI, any new board members and executive officers, as well as to any managers, employees, Service Providers, or other agents and representatives who will have responsibilities related to Respondent's compliance with the Consent Order before they assume their responsibilities.
65. Respondent must secure a signed and dated statement acknowledging receipt of a copy of this Consent Order, ensuring that any electronic signatures comply with the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.*, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.
66. Within 90 days of the Effective Date, Respondent must provide the Bureau with a list of all persons and their titles to whom this Consent Order was

delivered through that date under Paragraphs 63-64 and confirmation that all recipients have acknowledged receipt.

### **XIII.**

#### **Recordkeeping**

**IT IS FURTHER ORDERED** that:

67. For 5 years from the Effective Date, Respondent must create and retain the following business records:
- a. documents and records necessary to demonstrate full compliance with each provision of this Consent Order, including all submissions to the Bureau.
  - b. quarterly reports documenting implementation and adherence to the Compliance Plan.
  - c. all documents and records pertaining to the Redress Plan, described in Section VIII above.
  - d. copies of all sales scripts; training materials; advertisements; websites; and other marketing materials related to opening new Consumer Financial Products or Services.
  - e. all consumer complaints and refund requests related to Improper Sales Acts or Practices by Respondent (whether received directly or indirectly, such as through a third party), and any responses to those complaints or

requests.

68. Respondent must provide the documents identified in Paragraph 67(b) to the Regional Director on a quarterly basis, and must make the additional documents identified in Paragraph 67 available to the Bureau upon the Bureau's request.

#### **XIV.**

##### **Notices**

**IT IS FURTHER ORDERED** that:

69. Unless otherwise directed in writing by the Bureau, Respondent must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, "*In re* U.S. Bank Sales Practices, File No. 2022-CFPB-0006," and send them by overnight courier or first-class mail to the below address and contemporaneously by email to [Enforcement\\_Compliance@cfpb.gov](mailto:Enforcement_Compliance@cfpb.gov):

Regional Director, Bureau Midwest Region  
Supervision, Enforcement and Fair Lending  
Consumer Financial Protection Bureau  
230 S Dearborn St. Suite 1590  
Chicago, IL 60604

**XV.**

**Cooperation with the Bureau**

**IT IS FURTHER ORDERED** that:

70. Respondent must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Respondent must provide such information in its or its agents' possession or control within 14 days of receiving a written request from the Bureau.

**XVI.**

**Compliance Monitoring**

**IT IS FURTHER ORDERED** that:

71. Within 30 days of receipt of a written request from the Bureau, Respondent must submit additional Compliance Reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
72. Respondent must permit Bureau representatives to interview any employee or other person affiliated with Respondent who has agreed to such an interview regarding: (a) this matter; (b) anything related to or associated with the conduct described in Section IV; or (c) compliance with the Consent Order. The person interviewed may have counsel present.

73. Nothing in this Consent Order will limit the Bureau's lawful use of civil investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

## **XVII.**

### **Modifications to Non-Material Requirements**

#### **IT IS FURTHER ORDERED** that:

74. Respondent may seek a modification to non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) by submitting a written request to the Regional Director.
75. The Regional Director may, in his or her discretion, modify any non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) if he or she determines good cause justifies the modification. Any such modification by the Regional Director must be in writing.

## **ADMINISTRATIVE PROVISIONS**

## **XVIII.**

#### **IT IS FURTHER ORDERED** that:

76. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau from taking any other action against Respondent, except as described in Paragraph 77. Further, for the avoidance of doubt, the

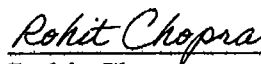
provisions of this Consent Order do not bar, estop, or otherwise prevent any other person or governmental agency from taking any action against Respondent.

77. The Bureau releases and discharges Respondent from all potential liability for law violations that the Bureau has or might have asserted based on the acts or practices described in Section IV of this Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. The Bureau may use the acts or practices described in this Consent Order in future enforcement actions against Respondent and its affiliates, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release does not preclude or affect any right of the Bureau to determine and ensure compliance with the Consent Order, or to seek penalties for any violations of the Consent Order.
78. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under § 1053 of the CFPA, 12 U.S.C. § 5563, and expressly does not form, and may not be construed to form, a contract binding the Bureau or the United States.

79. This Consent Order will terminate on the later of 5 years from the Effective Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Respondent, if such action is initiated within 5 years of the Effective Date. If such action is dismissed or the relevant adjudicative body rules that Respondent did not violate any provision of the Consent Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Consent Order will terminate as though the action had never been filed. The Consent Order will remain effective and enforceable until such time, except to the extent that any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.
80. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted. Deadlines that fall on a weekend or federal holiday shall carry over to the following business day.
81. Should Respondent seek to transfer or assign all or part of its operations that are subject to this Consent Order, Respondent must, as a condition of sale, transfer, assignment, or other corporate action, obtain the written agreement of the transferee or assignee to comply with all applicable provisions of this Consent Order.

82. The provisions of this Consent Order will be enforceable by the Bureau. For any violation of this Consent Order, the Bureau may impose the maximum amount of civil money penalties allowed under §1055(c) of the CFPA, 12 U.S.C. § 5565(c). In connection with any attempt by the Bureau to enforce this Consent Order in federal district court, the Bureau may serve Respondent wherever Respondent may be found and Respondent may not contest that court's personal jurisdiction over Respondent.
83. This Consent Order and the accompanying Stipulation contain the complete agreement between the parties. The parties have made no promises, representations, or warranties other than what is contained in this Consent Order and the accompanying Stipulation. This Consent Order and the accompanying Stipulation supersede any prior oral or written communications, discussions, or understandings.
84. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing Respondent, its Board, officers, or employees to violate any law, rule, or regulation.

**IT IS SO ORDERED**, this 28th day of July, 2022.

  
\_\_\_\_\_  
Rohit Chopra  
Director  
Consumer Financial Protection Bureau

Corporate  
Assignment  
For  
Deed of  
Trust

Unofficial  
20: Document

15  
so

When Recorded Return To:  
Nationstar Mortgage LLC  
C/O Nationwide Title Clearing, Inc.  
2100 Alt. 19 North  
Palm Harbor, FL 34683



**CORPORATE ASSIGNMENT OF DEED OF TRUST**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, NATIONSTAR MORTGAGE LLC, WHOSE ADDRESS IS 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Deed of Trust and all interest secured thereby, all liens, and any rights due or to become due thereon to WINDSOR PARK ASSET HOLDING TRUST, WHOSE ADDRESS IS, C/O U.S. BANK TRUST NATIONAL ASSOCIATION, 300 DELAWARE AVENUE, 9TH FLOOR, WILMINGTON, DE 19801 (704)414-8943, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by SHAUN S BLACKER, and recorded in Recording # 99-0116359, in the office of the County Recorder of MARICOPA County, Arizona.

IN WITNESS WHEREOF, this Assignment is executed this 10th day of April in the year 2020,  
NATIONSTAR MORTGAGE LLC

FRANCIS DENARDO

VICE PRESIDENT

Authorized Officer  
Date of electronic signature: 04/10/2020 12:22:40  
Email address: documentinquires@nwtc.com  
This above signature is electronic.

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 10th day of April in the year 2020, by Francis DeNardo as VICE PRESIDENT of NATIONSTAR MORTGAGE LLC, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

BRENDA GARCIA FUENTES

COMM EXPIRES: 11/07/23



Date of electronic signature: 04/10/2020 12:42:51  
Email address: documentinquiries@nwtc.com  
This above signature is electronic.

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152  
NSBTA 411769679 20200409\_FAY SERV DOCR T102004-10:15:19 [C-1] EFRMAZ1



\*D0048881400\*

VS Bank NA

Compliance Statement  
Ernst + young  
Nationstar